

Craftsman Automation Limited - Bhiwadi (Unit 1)

Plot No: SP4-131, RIICO Industrial Area – Salarpur, Tehsil: Tapukara, District: Khairthal–Tijara - 301018, Rajasthan, India

GSTN No : 08AABCC2461K1ZP, PAN No : AABCC2461K,

, Email : info@craftsmanautomation.com

Regd. Office : 123/4, Sangothipalayam Road, Arasur Post, Coimbatore - 641 407, Tamil Nadu, India.

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FROM 01-FEB-22 ASN (ADVANCE SHIPPING NOTICE) NUMBER IS MANDATORY. MATERIAL WILL NOT BE INWARDED WITHOUT ASN NO.

PURCHASE ORDER

(CAL/IMS/PRC/F265)

To M/s. Hydroteck Engineering Company, Plot No. 30/4 , D-2 Block, Chinchwad MIDC, Near Tata Motors Telco Road, Pune,-411019, Maharashtra India	Order No : 85124253000041 Revision No. : 0 Your Ref No : HEC/208/23-24 Valid Upto : 30-DEC-2024 Our Reference : Mr. Tamilarasan. M Purpose : Production	Date: 06-MAY-24
GSTIN No : 27AAMPN2359P1ZX PAN : AAMPN2359P	Supplier Code : 12355	

Kind Attention:

Please supply the following items subject to terms and conditions mentioned below.

ORDER NO:85124253000041 DATE : 06-MAY-24

S No	Division	HSN Code/ Item Code	Description	Qty	UOM	Unit Price (INR)	Disc/ Packing/ Freight	CGST/ SGST/ IGST	CUS_DTY / RCM/ OTHERS	Required On
1	Foundry Divi I	84797900 / CA00200100000028	SPM_Leak Testing Machine_Single Station Wet Type_10" to 22" Alloy Wheel_Make HYDROTECK	3.00	Nos	1,850,000.000	0.00 0.00 0.00	0.00 0.00 18.00	0.00 0.00 0.00	30-JUL-24
Amount In Words: (INR) Sixty-Five Lakh Forty-Nine Thousand Only						Total P.O Value without Tax in INR :		5,550,000.00		
						Total P.O Value with Tax in INR :		6,549,000.00		

Terms and Conditions:

Price	: EX-Works
Payment Terms	: ,50 % against the PO,40%+GST before dispatch,10% after the successful Install & Comm at our end.,
Delivery Terms	: N/A
Packing Details	: As Per Standard,
Despatch Details	: N/A
Freight Details	: N/A
Mode Of Shipment	: Road
Insurance	: Buyer Scope
Warranty	: 12 Months from date of commissioning

For Craftsman Automation Limited - Bhiwadi (Unit 1)

Authorized Signatory

(Kindly note our Purchase Order Number in all your Correspondence (DC & Invoice))

Notes : MATERIAL SHOULD BE SUPPLIED WITH BILL ONLY

All QUALITY AND ENVIRONMENTAL REQUIREMENTS AS PER SUPPLIER MANUAL

"Please Make a note that as per declaration submitted by you to Craftsman Automation Limited (CAL), you are not registered Dealer under GST Act, 2017. Hence, on the Job Work /Service /Material supplied /Provided by you to CAL, CAL shall pay the applicable GST and takes the Credit for the same. In future, at any circumstances, you shall not claim or seek GST amount paid by CAL."

TERMS & CONDITIONS OF PURCHASE

Acceptance of this Purchase / Work Order (hereinafter referred to as "PO/Order") includes the acceptance of the following terms and conditions. The Seller shall accept or reject the PO within fifteen (15) days from the date of receipt of the PO by signifying such acceptance or rejection in writing. In the event such acceptance or rejection is not signified within 15 days, the Seller is deemed to have accepted the PO. None of the terms in the PO can be modified, added, deleted or substituted, except with the written consent of Craftsman Automation Limited ("Buyer").

Supplier shall be responsible to apply appropriate GST (i.e. CGST/SGST/IGST) on supply of goods or/and services, classify them under correct HSN Code or Service Accounting Code, raise tax invoices within time as specified under GST law.

Supplier shall be responsible to do correct valuation of goods and/or services for GST liability and payment purpose. The Company will not be responsible for tax liability, interest, penalty and any other consequence arising therefrom on account of incorrect valuation by the Supplier.

Supplier shall comply with GST Act, Rules and provisions as amended from time to time and shall upload correct and complete returns and information on the GSTN Portal on or before the statutory timeline to enable the Company to avail input tax credit. In case of any losses on account of non-compliance, non-filing, incorrect filing of returns, non-payment of tax by the Supplier, any eligible input tax credit disallowance, the Company reserves the right to deduct the amount equivalent to loss of taxes, interest, penalty and other incidental charges from the Supplier, from the subsequent payment. If no payments are due to Supplier, then the Company will raise debit note of amount equivalent of taxes, interest, penalty and other incidental charges on Supplier. Any reconciliation items notified pertaining to Input tax credit shall be resolved within a period of one month by the Supplier

1. Price:

(a) The prices governing this Order shall for all purposes, remain firm unless otherwise agreed to specifically in writing by the Buyer and shall be inclusive of packing and delivery cost at Buyer's Plant / warehouse / go down / works or any place specified in the Order.

(b) No escalation in the aforesaid prices shall be binding on Buyer, notwithstanding anything that may be mentioned in Seller's terms of acceptance of the Order.

2. Transfer of Risk : For deliveries involving installation, commissioning or services the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by the Buyer at the designated place of receipt.

3. Advice of Dispatch: A full and comprehensive Dispatch Advice Notice shall be sent to stores or the department concerned of the Buyer ("Buyer Stores"). Instructions regarding dispatch and insurance as mentioned in this Order should be complied with and the packing slips giving reference of PO number shall be included securely with the goods in closed envelopes.

4. Delivery Terms: Delivery time is the essence of this Order and must be strictly adhered to. If the Seller fails to deliver the goods/services in time, the Buyer may, at its sole discretion: (a) treat the Order as cancelled at any time and recover any loss or damage from the Seller; (b) Order the goods/services or any part thereof from other sources on the Seller's account, in which case, the Seller shall be liable to pay the Buyer the difference between the price at which such goods/services have been actually purchased and the price calculated at the rate set out in this Order, and any other loss or damage the Buyer may suffer in the process; (c) without prejudice to above provision Buyer may accept late delivery, subject to a deduction in payment of 1% of the total Order price for every week or part thereof of the delay, towards liquidated damages, subject to maximum deduction of 10% of the Order price.

5. Packing: Goods processed and supplied against this Order must be properly packed and dispatched conforming to special instructions, if any, given for safe transport by road / rail / air / water to the specified destination. The packing should ensure protection against damage, soiling and humidity during transport, as the case may be, and well protected against dampness, moisture, shock, rust and rough handling. Processing or assembly at Buyer's plant or at a plant commissioned by the Buyer must be possible without any additional packing-related work. The container in which the products are supplied must be suitable for long distance transportation by roadways, seaways or airways. In case of dangerous goods, the Seller shall submit details of packing and transportation plan to Buyer for confirmation, prior to shipment.

6. Examination of goods: Irrespective of the fact that the goods are delivered to the Buyer by the Seller at the Buyer's place or at Buyer's said office or are dispatched as per Buyer's instructions by rail or by road, the goods shall always be supplied, subject to detailed inspection, at the Buyer works or such other destinations as specified in the Purchase Order for ascertaining whether the goods are in conformity with the Agreement or not. Until then in no event the Buyer shall be deemed to have accepted such goods and upon any rejection of goods in question, the Seller shall be deemed to have failed to deliver the concerned goods in accordance with the Agreement.

7. Rejection/ Removal of rejected goods and replacement: Buyer shall have the right to reject the goods whether in full or parts which are not delivered in accordance with the terms of the PO. Within 15 (fifteen) days from the receipt of the intimation from the Buyer of his rejection to accept the goods the Seller shall remove, at his own cost, the rejected goods from the Buyer's works or wherever such goods are lying. The Buyer shall not be in any way responsible for or be held liable for any loss or deterioration of the rejected goods. The rejected goods shall not be considered as having been delivered. If there is any delay in rectifying the defective goods, the Buyer reserves the right to make the rejected goods fit for its purpose, in which case the Supplier shall be debited with the cost of such rectification. The Seller shall pay to the Buyer reasonable storage charges for storing such rejected goods for a period exceeding 3 days as aforesaid. Upon rejection, if the Seller fails to replace the goods with the goods acceptable to the Buyer within the contractual period or remove such rejected goods within the period of 15 days above-mentioned, then the Buyer may, at its sole discretion, exercise all or any of the following options in respect of the rejected/undelivered quantity:- 1 : Dispose-off the rejected goods and claim/set-off the difference between the prevailing market price and contracted price of such undelivered/rejected quantity to the Seller's account; and/or , 2 : purchase such undelivered/rejected quantity from open market at the prevailing market price in which case, the Seller shall be liable to pay the Buyer the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this Order, and any other loss or damage the Buyer may suffer in the process.

8. Invoices: All bills / invoices for supplies / services made bearing GST registration number of the Seller should be marked to Manager concerned or as mentioned in Order (quadruplicate) duly endorsed with Purchase Order, Reference Number and Date and be accompanied by advice of dispatch and detailed packing list.

9. Compliance with laws:

(a) Seller represents and warrants that it : (a) Shall at all times be in compliance with all applicable licenses, permits, approvals, authorizations and/or or other statutory approvals required to perform its obligation/s under the PO; (b) shall at all times duly observe, perform and comply with all obligations, requirements and/ or prohibitions contained in any statutes, regulations or ordinance of any authority whether governmental or provincial, relating to or in any way affecting or regulating the respective performance of the PO by it.

(b) Standard GST Clause: The price quoted in this PO for supply of goods/services shall be exclusive of any applicable Goods and Services Tax, Customs duties, or any other indirect tax as may be imposed by the Government of India from time to time.

(c) The Seller shall provide a proper invoice in the form and manner prescribed under GST Invoice Rules containing all the particulars mentioned therein. In the event that the Seller fails to provide the invoice in the form and manner prescribed under rules, Buyer shall not be liable to make any payment against such invoice.

(d) Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by Seller is denied by the tax authorities to Buyer, Buyer shall be entitled to recover such amount from the Seller by way of adjustment from the next invoice. In addition to the amount of GST, Buyer shall also be entitled to recover interest at the applicable rate and penalty, in case any penalty is imposed by the tax authorities on Buyer.

(e) As required by any applicable legislation, where identifiable cost savings are realized by virtue of the enactment of the GST law, those cost savings will be reflected in the calculations of the consideration under this Agreement and shall be passed on by the Seller to Buyer.

(f) Event of default clause – In the event that the Seller does not deposit the GST charged on the invoice issued to Buyer or such GST charged on the invoice and paid by Buyer is not reflected in online tax credit ledger on common GSTN portal of the Government of India as eligible input tax credit for any reason whatsoever, this Agreement shall be liable to be terminated with immediate effect and Seller shall be liable to pay such damages as may be reasonably estimated by the Buyer.

(g) In the event that the compliance rating prescribed under the GST Act, 2017 read with GST Rules, 2017 of Seller falls below prescribed level for any reason whatsoever, this Agreement shall be liable to be terminated with immediate effect and Seller shall be liable to pay such damages as may be reasonably estimated by Buyer.

10. Warranty: The Seller warrants that goods / services supplied shall be of quality; shall conform to the specifications, drawings, samples or other descriptions contained in the Order or furnished or specified by the Buyer; shall be fit and sufficient for the purpose intended; shall not violate any third party intellectual property rights and be free from all the defects whether latent or patent. In case the same is found to be defective, inter-alia, in respect of materials, workmanship, design or process of manufacturing within a period 12 months after the same had been put in use, the Seller shall be liable for all costs and damages and replacements if any made at the option of the Buyer. These warranties are in addition to those implied by or available at law to Buyer and shall exist notwithstanding the acceptance and/or inspection by Purchaser of all or part of the goods/services.

11. Right of the Buyer to Set Off: In the event, the Seller fails to deliver the goods/services in accordance with the terms of this PO, the Buyer shall have the right to cancel the PO forthwith and claim refund of any payment made by the Buyer as advance or otherwise to the Seller under the PO. The Buyer shall also have the absolute right to withhold, adjust, and/ or set-off any payment required to be made by the Buyer to the Seller under this PO or any other PO entered into between the parties against the cost, losses, damages etc. suffered by the Buyer due to the failure of the Seller to deliver the goods/services in accordance with the terms of this PO, and the Seller expressly waives any objections it may have in this respect.

12. Cancellation/Termination: The Buyer reserves the right to cancel/terminate this Purchase Order or any part thereof. The Buyer shall be entitled to rescind the Agreement wholly or in part by giving a written notice to the Seller if (i) the Seller fails to comply with the terms of the Purchase Order; or (ii) the Seller goes bankrupt or goes into liquidation proceedings; or (iii) the Seller fails to deliver the goods/services on time and / or replace the rejected goods promptly or in the case of services, adequately compensate the Buyer for such default; or (iv) the Seller fails to deliver the goods/services of desired quality, weight, specification, drawing, layout, design, etc.; or The Buyer shall also be entitled to cancel this Order without assigning any reasons or becoming any way liable in such cancellation.

13. No Assignment: This Purchase Order shall not be assigned to any other agency by the Seller without obtaining prior written consent of the Buyer.

14. Force Majeure: Failure or omission to carry out or observe any of the stipulation or condition of this Order shall not give rise to any claim or be deemed a breach of the Order if the same shall arise from any of the following cause(s) viz. the imposition or restriction on import, acts of God, war, riots, fire, flood, hurricane, typhoon, earthquake, governmental action prohibiting or impeding any party from performing its respective obligations under this Order. The Seller submits his acceptance of terms herein by acceptance of PO even in case where the confirmation has been made under assumption of different condition.

15. Limitation of Liability: In no event shall Buyer be liable to Seller, or to Seller's officers, employees or representatives, or to any third party, for any indirect, consequential, incidental, special, punitive or exemplary damages of whatsoever nature (including, but not limited to, lost business, lost profits, damage to goodwill or reputation and/or degradation in value of brands, trademarks or trade names, service names or service marks, or injury to persons) whether arising out of breach of contract, warranty, tort (including negligence, failure to warn or strict liability), contribution, indemnity, subrogation or otherwise.

16. Works carried out in Buyer's factory or premises by the Seller: Agent or representative or employees of the Seller who in pursuance of the agreement or PO have to work in Buyer/Owner's Factory/Premises will be subject to the rules and regulations existing in the works. The Buyer shall not be liable for any accident which may be caused to the Seller's personnel arising out of Seller Personnel's negligence or illegal acts or willful misconduct.

17. Intellectual Property Rights:

(a) All drawings, specifications and other documents furnished by Buyer and copies thereof furnished to the Seller, are for use solely with respect to this Order. Such drawings, specifications and other documents are to be returned to the Buyer at the completion of the Order or earlier termination of this PO. All drawings, specifications and other documents prepared by or for Seller in contemplation of, in the course of, or as a result of performing the work shall be deemed works for hire and all right, title and interest therein shall vest in Buyer, whether or not the Order is ultimately completed.

(b) Seller agrees to provide Buyer with reasonable assistance necessary to protect Seller's interest in intellectual property created under this PO. This shall include, but not be limited to, the execution of documents necessary for the Copyright registration. No drawings, specifications or other documents may be used by the Seller or any Sub seller or material supplier or equipment supplier on other projects or for additions to their Project outside the scope of the work without the specific written consent of the Buyer.

18. Indemnification: Seller agrees to defend, indemnify and hold harmless Buyer, its affiliated companies or parent companies, and their officers, employees, agents, guests, invitees and customers from and against any and all liability, loss, damage, fine, penalty, cost or expense (including attorneys' fees) by reason of any allegation, claim, action or suit, whether for death, personal injury, property damage or otherwise, arising out of (1) failure of the goods/ services supplied to meet specifications or warranties or for the goods / services to be otherwise defective; or (2) any alleged or actual, direct or contributory infringement or misappropriation of any patent, copyright, trade secret or other proprietary right arising from the purchase, use or sale of such goods/ services; or (3) any leak or spill of any goods while being transported or delivered to Buyer; or (4) any breach by Seller of any term or condition contained in the Order; or (5) violation of applicable laws; or (6) alleged defect in the goods and/or packaging material, or packed Product, or due to the Goods or packaging thereof being alleged to not adhere to any standard or quality set out herein or in the PO or under any applicable laws; and/or (7) the acts, omissions, or willful misconduct of Seller's employees and subcontractors, including their agents and representatives, and all other persons performing any services under the Order with the Seller, whether or not caused in part by a party indemnified hereunder.

19. Confidentiality: Seller shall keep confidential all specifications and proprietary information furnished by Buyer or prepared by Seller in connection with the performance of the Order (including the existence and terms of the Order) and shall not divulge or use such specifications or information for the benefit of itself or any other party, except as required for the efficient performance of the Order. Upon completion of the Order, Supplier shall make no further use, either directly or indirectly, of any such specifications or information.

20. Disposal : If applicable, Seller shall at all times retain title and ownership to any and all materials, substances or chemicals not incorporated into the work that Seller or any subcontractor brings onto Buyer's premises. Seller shall be solely responsible for the handling, transportation and disposal of any and all materials, substances and chemicals. Seller or any subcontractor brings onto Buyer's premises, and any waste generated or resulting from the use thereof. Seller shall not dispose or permit the release of any materials, substance or chemical, or any waste generated or resulting from the use thereof on Buyer's premises. Seller shall handle, transport, and dispose of any and all substances and chemicals, including but not limited to hazardous wastes and substances as defined by applicable federal, state and local laws, rules, regulations, codes and ordinances.

21. Other Conditions:

(a) The Seller shall use the machines/ tools/ drawings / specifications etc. provided to the Seller exclusively for processing the Buyer's products, and the same shall not be used by the Seller for any other purpose.

(b) The machines/tools/raw material etc. provided by the Buyer to the Seller shall remain in Seller's custody and the Seller shall forthwith return the said products / raw materials / machines / tools to the Buyer on being so called upon by the Buyer. On being unable to fulfill the contractual obligations envisaged herein, the Seller shall not dispute the monetary value of the machines /tools/raw material etc. decided by the Buyer and the Seller hereby undertake unconditionally and irrevocably on demand without demur to pay the same to the Buyer. **(c)** Adherence to the various provisions under all the statutory legislations in respect of this Agreement including but not limited to the Legal Metrology Act, 2009 and Rules thereunder shall be complied with by the Seller. **(d)** In the event of any terms and conditions given by the Seller are at variance with these terms and conditions, then these terms and condition shall prevail. However, if there is any valid contract subsisting between the parties then the agreed contractual terms and conditions will supersede the general terms of the PO, in event of any conflict or otherwise.

22. Dispute Resolution:

(a) All disputes arising out of or in connection with this Order, including any question regarding its existence, validity or termination, shall, unless amicably settled between the parties, be finally settled by arbitration. The parties shall mutually agree and appoint a sole arbitrator. Notwithstanding what is stated above, if the parties cannot mutually agree on arbitrator within 4 (four) weeks from the date of invocation of arbitration, then the Arbitrator shall be appointed in accordance with rule of Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act, 1996, and any modifications thereto and re-enactments thereof. The seat of arbitration shall be Coimbatore. The language to be used in arbitration proceedings shall be English.

(b) Each party submits to the jurisdiction of courts of Coimbatore for the purposes only of compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provision.